



Health Services
LOS ANGELES COUNTY

**Los Angeles County
Board of Supervisors**

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December 5, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

**APPROVAL OF AMENDMENTS TO TEMPORARY
NURSING PERSONNEL SERVICES AGREEMENTS**
(All Districts) (3 Votes)

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign amendments to 27 temporary nursing personnel services agreements, substantially similar to Exhibit I, with the nurse registries identified in Attachment B, for the continued provision of temporary nursing personnel services, effective January 1, 2007 through midnight June 30, 2007, with provisions for automatic renewals on a month-to-month basis through midnight September 30, 2007, and with delegated authority to the Director of Health Services, or his designee, to terminate the agreements during the month-to-month extension period upon a 10-day advance written termination notice.
2. Delegate authority to the Director of Health Services, or his designee, to terminate the 27 agreements during the month-to-month extension period upon completion of a Qualification Process for Temporary Nursing Personnel Services.

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through leadership,
service and education.*

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving these actions, the Board is: 1) approving amendments to extend the term of current contracts with nurse registries for the continued provision of temporary nursing personnel services to allow the Department of Health Services (DHS or Department) additional time to complete a Qualification Process and 2) delegating authority to the Department to terminate the 27 agreements during the month-to-month extension period upon completion of a Qualification Process.



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FISCAL IMPACT/FINANCING:

Funding for the recommended six month extension is included in the Fiscal Year 2006-07 Final Budget in the total amount of \$52.7 million as follows: \$19.3 million for the LAC+USC Healthcare Network, \$1.2 million for Coastal Network, \$26.5 million for Southwest Network, \$0.5 million for Rancho Los Amigos Rehabilitation Center, \$0.2 million for Juvenile Court Health Services, and \$5.0 million for ValleyCare Network.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has contracted with private registries for the provision of as-needed temporary nursing personnel, for both DHS and the Sheriff's Department, to address critical staffing shortages, peak workloads, and vacation coverage at their respective health facilities.

On December 19, 2000, the Board approved 23 agreements with various nurse registries to provide temporary nursing personnel services under any one or all the following four categories: 1) registered nurses (RN) clinic/staff and critical care RN; 2) hemodialysis RN; 3) specialty nursing and surgical technician personnel (i.e., emergency room RN, operating room RN, and surgical technician); and 4) nursing support personnel (i.e., certified nursing attendant and licensed vocational nurse) to DHS and the Sheriff's Department, effective January 1, 2001 through December 31, 2005. Of the 23 agreements approved by the Board, one registry decided not to continue with the contracting process resulting in a contract roster of 22.

On four subsequent occasions, the Board approved actions related to the temporary nursing personnel services program which included: 1) on July 31, 2001, approval of a sole source agreement with Antelope Valley Acute Hemodialysis Medical Group (AVAHMG) to provide hemodialysis services at High Desert Hospital (now known as High Desert Health System); 2) on January 13, 2004, delegated authority to DHS to amend the agreements to establish rates consistent with those paid in the community for the services provided under the temporary nursing personnel services agreements and to execute agreements with additional nurse registries that were willing to agree to the County's terms and conditions; 3) on January 18, 2005, delegated authority to DHS to amend agreements to add a service category to support the management of assaultive patient behavior; and 4) on December 20, 2005, authorized DHS to execute amendments to 31 agreements with various nurse registries to extend the contract term through December 31, 2006 to allow DHS the time necessary to complete a new qualification process to select qualified agencies/registries.

Accordingly, DHS: 1) executed the sole source agreement with AVAHMG for hemodialysis services at High Desert Hospital; 2) adjusted rates to current contractors and executed agreements with 12 additional agencies, and in consultation with County Counsel, included a

new clinical nurse manager personnel service in two contracts to meet the need for nurse management services at King/Drew Medical Center; 3) executed amendments with 16 contractors to add mental health assistants and/or psychiatric assistants personnel services; and 4) executed amendments to extend the contract term through December 31, 2006.

During the current and previous years, two contractors notified DHS of their decision to terminate the contract, two contractors were no longer in business, and four contractors decided not to continue to provide services under this contract program, resulting in a current contractor roster of 27. All current agreements are slated to expire on December 31, 2006.

The recommended amendments will extend the term of the contracts through June 30, 2007 with provisions for automatic renewals on a month-to-month basis until the Department completes a Qualification Process (QP) or September 30, 2007 whichever occurs sooner.

These contracts will continue to be utilized only for the most critical Department functions which County employees, in-house staffing pool personnel, and County re-employment list personnel are not available to perform the services.

Other County departments that may have a need for these services from time-to-time may contact DHS and use these contract services. Those County departments that determine the need to use the registry services will do so based upon the availability of funds and will be responsible for payments to the contractors.

Attachments A and B provide additional information.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

On November 6, 2006, DHS released a QP to identify the most qualified nurse agencies/registries that are best able to provide the temporary nursing personnel services required by the Department. DHS advertised the QP on the County's L.A. County Online Website and in local newspapers.

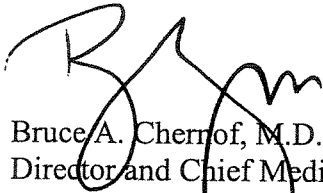
This QP will be used to replace the current contract program. Upon completion of the QP, the Department will return to the Board to request approval of a new form agreement and to obtain delegated authority to execute the form agreement with those agencies/registries identified under the QP as the most qualified to provide the temporary nursing personnel services required by DHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure the continued availability of as-needed temporary nursing personnel services for DHS.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'B. Chernof', is written over the printed name and title.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:ma
Temporary Nursing Svcs.ma.wpd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICES:

As-needed temporary nursing personnel services for the Department of Health Services.

2. AGENCY INFORMATION:

Please See Attachment B.

3. TERM OF AGREEMENT(S):

The term of the agreements will be extended through midnight June 30, 2007, with provisions for automatic renewals on a month-to-month basis up to midnight September 30, 2007.

4. FINANCIAL INFORMATION:

Funding for the recommended six month extension is included in the Fiscal Year 2006-07 Final Budget in the total amount of \$52.7 million as follows: \$19.3 million for the LAC+USC Healthcare Network, \$1.2 million for Coastal Network, \$26.5 million for Southwest Network, \$0.5 million for Rancho Los Amigos Rehabilitation Center, \$0.2 million for Juvenile Court Health Services, and \$5.0 million for ValleyCare Network.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

County Health Facility Nursing Administration

7. APPROVALS:

Health Services Administration:

Vivian C. Branchick, Chief Nursing
Officer/Director of Nursing Affairs

Contract and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form):

Sharon A. Reichman, Principal Deputy County
Counsel

TEMPORARY NURSING PERSONNEL SERVICES
EFFECTIVE THROUGH DECEMBER 31, 2006

	CONTRACTOR	CONTRACT NUMBER
1	All Star Staffing	H700217-2
2	Associated Health Professionals, Inc.	H211855-4
3	ATC Travelers	H700227-2
4	Caravan Nurses Corporation	H211856-2
5	CareerStaff Unlimited, Inc.	H207300-1
6	Fastaff Inc.	H700249-2
7	Flex Nursing Service, Inc.	H700218-2
8	Haemo-Stat, Inc., Acute Hemodialysis Nursing Service	H212070-1
9	Hemodialysis, Inc.	H211857-1
10	HRN Services, Inc.	H211858-3
11	Medi-Lend Nursing Services of California, Inc.	H700262-2
12	Medical Specialists Temporary Personnel, Inc.	H207307-3
13	Mediscan Diagnostic Services, Inc.	H211859-4
14	Medstaff, Inc.	H700209-2
15	Nurse Connection, Inc.	H211860-4
16	Nurse Providers Staffing Services, Inc.	H207294-1
17	On Assignment Staffing Services, Inc.	H700342-2
18	ProCare One Nurses, LLC	H211951-2
19	Professional Resource Enterprises, Inc. (dba United Nursing International)	H211866-3
20	P.S. National, Inc. (dba Professional Staffing)	H211865-4
21	Reliable Health Care Services, Inc.	H211863-2
22	Renology Medical Group, A Medical Corporation	H211861-1
23	S.O.S. Nurses Service Corporation	H700223-2
24	Stat Nurses International	H700222-1
25	United Staffing Solutions, Inc.	H207299-1
26	Vital Health Care Personnel, Inc.	H207295-1
27	Westways Staffing Services, Inc.	H207298-1

Contract No. _____

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

Amendment No. _

THIS AMENDMENT is made and entered into this _____ day
of _____, 2006,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled,
"TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT", dated
_____, and further identified as Agreement No. H_____,
and any amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the
contract term; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed
by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective on January 1, 2007.

2. Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: This Agreement shall be effective _____, and shall continue, unless sooner terminated or canceled, in full force and effect to and including midnight June 30, 2007. Said Agreement shall thereafter be renewed on a month-to-month basis through midnight September 30, 2007. For purposes of the month-to-month extension period, either party may give notice of its intent not to renew ten (10) days prior to the start of each month's extension. The Director of Health Services shall have the authority to issue any such termination notice on behalf of the County.

In all other circumstances, this Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") may also suspend the performance of services hereunder, in whole or in part, effective upon the Contractor's receipt of County's written notice. County's notice shall set forth the reason for the suspension, the extent of the suspension, and the

requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall constitute a material breach of contract, and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

amendment.frm.wpd